

ADOPTION AGREEMENT #002
VOLUME SUBMITTER 401(K)/PROFIT SHARING PLAN (ANSWERS ONLY)

The undersigned adopting employer hereby adopts this Plan and its related Trust (to the extent an outside trust is not used). The Plan and Trust are intended to qualify as a tax-exempt profit-sharing plan and trust under Code sections 401(a) and 501(a), respectively, and the cash-or-deferred arrangement forming part of the Plan (to the extent provided in the Adoption Agreement) is intended to qualify under Code section 401(k). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

NOTE: The following only indicates the options actually selected by the Plan Sponsor. Therefore, many questions and options will not appear which will result in gaps in numbering and other labeling.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): Polaris Spine & Neurosurgery Center, PC
2. Address: 1150 E Hammond Drive
3. City: Atlanta
4. State: GA
5. Zip: 30328
6. Phone number: 404 256-2633
7. Fax number: _____
8. Plan Sponsor EIN: 58-1356931
9. Plan Sponsor fiscal year end: December 31st
10. **Entity Type**
 - a. Plan Sponsor entity type:
 - i. ☒ C Corporation
11. State of organization of Plan Sponsor: Georgia

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 001
2. Plan name:
 - a. Polaris Spine & Neurosurgery Center, PC 401(k) Plan
3. **Effective Date**
 - a. Original effective date of Plan: July 1, 1977
 - b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: January 1, 2016
4. **Plan Year**
 - a. Plan Year means each 12-consecutive month period ending on December 31st (e.g. December 31)
5. **Limitation Year means:**
 - a. ☒ Plan Year

Plan Features

7. **Elective Deferrals**
 - a. Elective Deferrals are permitted (Section 4.01):
☒ Yes ☐ No
 - b. Roth Elective Deferrals are permitted:
☐ Yes ☒ No
8. **Voluntary Contributions**

Voluntary (after-tax) Contributions are permitted (Section 4.01):

SECTION A. GENERAL INFORMATION

- a. ☐ Yes
- b. ☒ No
- c. ☐ Formerly Allowed

9. Matching Contributions

Matching Contributions are permitted (Section 4.02):

- ☒ Yes ☐ No

10. Profit Sharing Contributions

Profit Sharing Contributions are permitted (Section 4.03):

- ☒ Yes ☐ No

Compensation**13. Compensation**

- a. Definition of Compensation for purposes of allocations:

- iii. ☒ Section 415 Safe Harbor Option. As described in the definition of "Section 415 Safe Harbor Option" in Article 2 of the Basic Plan Document.

- b. Compensation is determined over the period specified below ending with or within the Plan Year:

- i. ☒ Plan Year

- c. ☒ Include deferrals in the definition of Compensation for the following purposes:

- i. ☒ Matching Contributions
- ii. ☒ Non-Elective Contributions

Compensation Exclusions**16. Pay Before Participation**

- ☒ Exclude pay earned before participation in the Plan from definition of Compensation for the following purposes:

- a. ☒ Matching Contributions
- b. ☒ Non-Elective Contributions

18. Other Pay

- a. Exclude other pay from definition of Compensation for the following Participants:

- i. ☒ None

19. Statutory Compensation

- a. Definition of Statutory Compensation:

- iii. ☒ Section 415 Safe Harbor Option. As described in the definition of "Section 415 Safe Harbor Option" in Article 2 of the Basic Plan Document.

Definitions**21. Disability**

Definition of Disability

- a. ☒ Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

22. Choice of Law

Name of state or commonwealth for choice of law (Section 14.05): Georgia

SECTION B. ELIGIBILITY**Exclusions****1. Union Employees**

- a. ☒ Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- b. The union employee exclusion applies for the following purposes:
 - i. ☒ Elective Deferrals and Voluntary Contributions

SECTION B. ELIGIBILITY

- ii. ☒ Matching Contributions
 - iii. ☒ Profit Sharing Contributions
- 2. **Leased Employees**
 - a. ☒ Any Leased Employee.
 - b. The Leased Employee exclusion applies for the following purposes:
 - i. ☒ Elective Deferrals and Voluntary Contributions
 - ii. ☒ Matching Contributions
 - iii. ☒ Profit Sharing Contributions
- 3. **Non-Resident Aliens**
 - a. ☒ Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
 - b. The non-resident alien exclusion applies for the following purposes:
 - i. ☒ Elective Deferrals and Voluntary Contributions
 - ii. ☒ Matching Contributions
 - iii. ☒ Profit Sharing Contributions
- 4. **Other Employees**
 - ☒ Other: independent contractor

Eligibility Service Rules

- 7. **Break in Service**
 - a. ☒ Rule of parity. Exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance if an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions.

Eligibility for Elective Deferrals/Voluntary Contributions

- 9. **Age Requirement for Elective Deferrals**
Minimum age requirement for Elective Deferrals/Voluntary Contributions: None
- 10. **Service Requirement for Elective Deferrals**
 - a. Minimum service requirement for Elective Deferrals/Voluntary Contributions:
 - ii. ☒ Completion of one Year of Eligibility Service - Hours of Service necessary for a Year of Eligibility Service: 1000 (not to exceed 1,000)
- 12. **Entry Dates for Elective Deferrals**
 - a. Frequency of entry dates for Elective Deferrals/Voluntary Contributions:
 - iv. ☒ first day of the first month and seventh month of the Plan Year
 - b. An Eligible Employee shall become a Participant eligible to make Elective Deferrals/Voluntary Contributions on the entry date selected in B.12a that is:
 - i. ☒ coincident with or next following the date the requirements of B.9 through B.11 are met

Eligibility for Matching Contributions

- 13. **Eligibility for Matching Contributions (select one):**
 - c. ☒ Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Matching Contributions at the time specified in B.17 upon meeting the requirements of B.14 through B.16
- 14. **Age Requirement for Matching**
Minimum age requirement for Matching Contributions: None
- 15. **Service Requirement for Matching**
 - a. Minimum service requirement for Matching Contributions:
 - ii. ☒ Completion of one Year of Eligibility Service - Hours of Service necessary for a Year of Eligibility Service: 1000 (not to exceed 1,000)
- 17. **Entry Dates for Matching Contributions**
 - a. Frequency of entry dates for Matching Contributions:
 - iv. ☒ first day of the first month and seventh month of the Plan Year
 - b. An Eligible Employee shall become a Participant eligible to receive an allocation of Matching Contributions on the entry date selected in B.17a that is:

SECTION B. ELIGIBILITY

- i. ☒ coincident with or next following the date the requirements of B.14 through B.16 are met

Eligibility for Profit Sharing Contributions**18. Eligibility for Profit Sharing Contributions (select one):**

- d. ☒ Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions at the time specified in B.22 upon meeting the requirements of B.19 through B.21

19. Age Requirement for Profit Sharing

Minimum age requirement for Profit Sharing Contributions: None

20. Service Requirement for Profit Sharing

- a. Minimum service requirement for Profit Sharing Contributions:
 ii. ☒ Completion of one Year of Eligibility Service - Hours of Service necessary for a Year of Eligibility Service: 1000 (not to exceed 1,000)

22. Entry Dates for Profit Sharing

- a. Frequency of entry dates for Profit Sharing Contributions:
 iv. ☒ first day of the first month and seventh month of the Plan Year
 b. An Eligible Employee shall become a Participant eligible to receive an allocation of Profit Sharing Contributions on the entry date selected in B.22a that is:
 i. ☒ coincident with or next following the date the requirements of B.19 through B.21 are met

Eligibility Service Computation Rules**23. Eligibility Service Computation Rules**

- b. Select hours equivalency for eligibility purposes:
 i. ☒ None

SECTION C. CONTRIBUTIONS - SAFE HARBOR AND ELECTIVE DEFERRALS**Safe Harbor Contributions****1. Safe Harbor Plan**

- a. Is this a safe-harbor plan exempt from most testing:
 iii. ☒ Yes - non-elective contribution, not less than 3% of Compensation
 b. Indicate the safe harbors the Plan is intended to satisfy:
 iii. ☒ ADP (Code section 401(k)(12)) only
 c. Effective date of safe harbor provisions: January 1, 2003

2. ADP/ACP Safe Harbor Eligibility

- a. Exclusions. For purposes of safe harbor contributions, the term "Eligible Employee" shall not include
 i. ☒ No exclusions
 c. Eligibility conditions for Safe Harbor Contributions
 i. ☒ None. Any Eligible Employee eligible to make Elective Deferrals is eligible to receive a safe harbor contribution.

Elective Deferrals**3. Minimum and Maximum Deferral Amounts**

- c. ☒ Maximum Elective Deferral contribution: 100% of Compensation

4. Modifications of Elective Deferrals

- a. Participants modify/start/stop Elective Deferrals/Voluntary Contribution elections:
 i. ☒ Each pay period
 b. ☒ Participants may stop an election to contribute at any time.

5. Catch-up Contributions

- ☒ Allow Participants to make Catch-up Contributions (Section 5.01(d))

SECTION C. CONTRIBUTIONS - SAFE HARBOR AND ELECTIVE DEFERRALS**Automatic Enrollment****6. Traditional Automatic Enrollment (non-QACA)**

- a. The Plan provides traditional automatic enrollment (Section 4.01(g)) in the following manner:
- i. ☒ None

Testing Elections**10. ADP Testing Elections**

- a. Average Deferral Percentage of Nonhighly Compensated Employees are determined using:
- i. ☒ Current year - no exceptions

11. ACP Testing Elections

- a. Average Contribution Percentage of Nonhighly Compensated Employees are determined using:
- i. ☒ Current year - no exceptions

SECTION D. CONTRIBUTIONS - MATCHING, PROFIT SHARING AND OTHER CONTRIBUTIONS**Matching - Allocation Service****1. Allocation Service Requirements for Matching Contributions**

- d. ☒ None

4. Coverage Failures for Matching Contributions

Method to fix Matching Contribution Code section 410(b)(1)(B) ratio percentage coverage failures (Section 4.02(d)):

- b. ☒ Add just enough Participants to meet the coverage requirements

Matching - Formula**5. Matched Employee Contribution Inclusions**

- a. Elective Deferrals are included in the definition of Matched Employee Contribution to the extent selected below
- i. ☒ Include a Participant's Catch-up Contributions in the definition of Matched Employee Contribution

6. Matching Contribution Formula

- a. ☒ A discretionary amount and percentage of Matched Employee Contributions

10. Maximum Allocations for Matching Contributions

Plan limits Matching Contributions to the following in each Plan Year:

- f. ☒ No Maximum

Profit Sharing - Allocation Service**12. Continuing Eligibility for Profit Sharing Contributions (select one):**

- b. ☒ Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Profit Sharing Contributions upon meeting the requirements of D.13 through D.15

13. Allocation Service Requirements for Profit Sharing Contributions

- a. ☒ In order to share in the allocation of Profit Sharing Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year 1000

14. Profit Sharing Allocation Service Computation Rules

- a. Select hours equivalency:
- i. ☒ None

15. Exceptions to Allocation Service Requirements for Profit Sharing Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:
- i. ☒ death.
- ii. ☒ Disability
- iii. ☒ attainment of Normal Retirement Date
- b. Any Hour of Service requirement and last day requirement shall be modified as follows:

SECTION D. CONTRIBUTIONS - MATCHING, PROFIT SHARING AND OTHER CONTRIBUTIONS

- i. ☒ Waive both the Hour of Service requirement and last day requirement

16. Coverage Failures for Profit Sharing Contributions

Method to fix Profit Sharing Contribution Code section 410(b) ratio percentage coverage failures (Section 4.03(d)):

- b. ☒ Add just enough Participants to meet the coverage requirements

Profit Sharing - Formula**17. Amount of Profit Sharing Contributions**

- a. ☒ Discretionary in an amount as determined by the Company

18. Profit Sharing allocation formula. The Company's Profit Sharing Contribution shall be allocated to eligible Participants who have met the requirements of Section B and D.12 as follows (Section 4.03):

- b. ☒ Integrated. See D.19.

19. Profit Sharing - Integration

Integration level for determining Excess Compensation:

- a. ☒ Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year

22. Allocation of Profit Sharing Contributions

- a. Profit Sharing Contributions are allocated to Participant Accounts at the following time(s):

- i. ☒ End of Plan Year

Other Contributions/415**27. Rollovers**

Rollover Contributions are permitted (Section 4.05):

- b. ☒ Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

SECTION E. VESTING**Vesting Service Rules****1. Vesting service computation method**

- a. ☒ Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: 1000

2. Vesting Service Equivalencies

- a. Select equivalency for vesting purposes:

- i. ☒ None.

3. Vesting Computation Period

- b. ☒ Plan Year

5. Vesting Exceptions

- a. ☒ Death. Provide for full vesting for a Participant who terminates employment with the Employer due to death while an Employee (Section 6.02).
b. ☒ Disability. Provide for full vesting for a Participant who terminates employment with the Employer due to Disability while an Employee (Section 6.02).

6. Vesting Exclusions

- d. ☒ Rule of parity. If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

7. Special Vesting Provisions

- ☒ Provide for special vesting provisions: A Participant's account will become 100% vested and nonforfeitable upon the occurrence of the following: The Participant's (i) attainment of age 50 while still an Employee and (ii) having a sum of age and Years of Vesting Service equal to or exceeding 58 while still employed as an Employee

Vesting Schedules**8. Matching Contribution Account**

Vesting Schedule for Matching Contributions:

- g. ☒ Other:

SECTION E. VESTING

- i. Other Match Schedule - less than 1 year: 0%
- ii. Other Match Schedule - 1 year but less than 2 years: 0%
- iii. Other Match Schedule - 2 years but less than 3 years: 20%
- iv. Other Match Schedule - 3 years but less than 4 years: 50%
- v. Other Match Schedule - 4 years but less than 5 years: 75%
- vi. Other Match Schedule - 5 years but less than 6 years: 100%
- vii. Other Match Schedule - 6 or more years: 100%.

10. Profit Sharing

Profit Sharing Contribution Account Vesting Schedule:

- g. ☒ Other:
 - i. Other Profit Sharing Schedule - less than 1 year: 0%
 - ii. Other Profit Sharing Schedule - 1 year but less than 2 years: 0%
 - iii. Other Profit Sharing Schedule - 2 years but less than 3 years: 20%
 - iv. Other Profit Sharing Schedule - 3 years but less than 4 years: 50%
 - v. Other Profit Sharing Schedule - 4 years but less than 5 years: 75%
 - vi. Other Profit Sharing Schedule - 5 years but less than 6 years: 100%
 - vii. Other Profit Sharing Schedule - 6 or more years: 100%.

13. Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

- a. ☒ Any permissible method (restore forfeitures, reduce Company contributions (or reallocate as Company contributions) made pursuant to Article 4 or to pay Plan expenses)

SECTION F. DISTRIBUTIONS**Normal/Early Retirement****1. Normal Retirement**

- a. Normal Retirement Age means:
 - i. ☒ Attainment of age 65
- c. Normal Retirement Date means:
 - i. ☒ Normal Retirement Age

2. Early Retirement

- a. Early Retirement Age means:
 - i. ☒ None. The Plan does not have an early retirement feature.

Time & Form of Payment**3. Time of Payment (Other than Death)**

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- b. ☒ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- b. ☒ Cash or in-kind

5. Default Form of Payment (Other than Death)

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
 - i. ☒ Lump sum only
- b. In addition to the form described in F.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
 - i. ☒ Lump sum only

6. Distributions as an Annuity

- a. Permit Participants to make distributions in the form of an annuity
 - iii. ☒ No
- b. Permit Beneficiaries to make distributions in the form of an annuity

SECTION F. DISTRIBUTIONS

- iii. ☒ No

Payments on Death**9. Payment upon Participant's Death**

Distributions on account of the death of the Participant shall be made in accordance with the following:

- c. ☒ Allow extended payments for all beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)

10. Beneficiaries

- a. Death benefits when there is no designated beneficiary:

- i. ☒ Standard according to Section 7.04(c)

- c. Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable:

- i. ☒ No

Cash Out**11. Cash Out**

- a. ☒ Involuntary cash-out amount for purposes of Section 7.03: \$1000

- c. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in F.11a is deferred under Section 7.03(b) until:

- iv. ☒ Other: as soon as is practicable after the employee severs from employment

Required Beginning Date**12. Required Beginning Date**

Required Beginning Date for a Participant other than a More Than 5% Owner:

- a. ☒ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires

SECTION G. IN-SERVICE WITHDRAWALS**Vesting Status****1. Vesting Status for In-service Withdrawals**

Select one:

- ☒ An Account must be fully vested for a Participant to receive an in-service withdrawal

Retirement/Hardship/Age**2. Normal/Early Retirement**

- a. ☒ Allow in-service distributions after attainment of Normal Retirement Date (Section 7.01(b)) from the following Accounts: all Accounts

3. Hardship

Hardship withdrawals are allowed as follows (Section 8.01):

- c. ☒ Selected Accounts

- i. ☒ Elective Deferral Account (excluding earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989)

- v. ☒ Rollover Contribution Account

- d. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:

- i. ☒ Safe Harbor criteria set forth in Section 8.01(b)

4. Specified Age and Service

- a. In-service withdrawals are allowed on attainment of age _____ and _____ service (Section 8.02):

- i. ☒ None

5. Specified Age

- a. In-service withdrawals are allowed on attainment of age 59 1/2 (Section 8.02):

- ii. ☒ All Accounts

SECTION G. IN-SERVICE WITHDRAWALS**Other Withdrawals****8. At Any Time (Section 8.03(b))**

In-service withdrawals are allowed from the following Accounts at any time:

- b. ☒ Rollover Contribution Account

Loans**14. Loans**

Loans are permitted:

- ☒ Yes ☐ No

SECTION H. PLAN OPERATIONS AND TOP-HEAVY**Plan Operations****2. Participant Self-Direction**

- a. Specify the extent to which the Plan permits Participant self-direction and indicate the Plan's intent to comply with ERISA section 404(c) (Section 9.02):

- v. ☒ None

3. Valuation Date

Enter Valuation Date:

- a. ☒ Last day of Plan Year

4. Plan Administration

- a. Designation of Plan Administrator (Section 12.01):
i. ☒ Plan Sponsor
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 12.01(c) and 12.02(c)):
i. ☒ Plan Administrator and Investment Fiduciary adopt own procedures
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
ii. ☒ Standard according to Section 12.06

5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
i. ☒ Yes
- b. Trustee Type
ii. ☒ Individual. Trustee name(s): Max Steuer, MD and Christopher R. Tomaras, MD
- c. Type of Trustee Indemnification:
i. ☒ Standard according to Section 10.07(b)
- d. ☒ The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).
- e. The Trustee is also the Investment Fiduciary (Section 10.06):
i. ☒ Yes
- f. The special trustee for purposes of determining and collecting contributions under the Plan is:
i. ☒ the chief executive officer of the Plan Sponsor

Top-Heavy**8. Top-Heavy Allocations**

Top-Heavy allocations are made to

- a. ☒ This Plan. Participants who share in Top-Heavy minimum allocations:
i. ☒ Non-Key only. Any Participant who is employed by the Employer on the last day of the Plan Year and is not a Key Employee
iii. ☒ Participants covered by a collective bargaining agreement will share in Top-Heavy minimum allocations provided retirement benefits were the subject of good faith bargaining.
- d. Other plan maintained by the Employer
i. ☒ N/A - no other plan

SECTION H. PLAN OPERATIONS AND TOP-HEAVY**9. Top-Heavy Vesting**

Top-Heavy vesting schedule:

- d. ☒ Other:
- i. Other Top-Heavy Schedule - less than 1 year: 0%
 - ii. Other Top-Heavy Schedule - 1 year but less than 2 years: 0%
 - iii. Other Top-Heavy Schedule - 2 years but less than 3 years: 20%
 - iv. Other Top-Heavy Schedule - 3 years but less than 4 years: 50%
 - v. Other Top-Heavy Schedule - 4 years but less than 5 years: 75%
 - vi. Other Top-Heavy Schedule - 5 years but less than 6 years: 100%
 - vii. Other Top-Heavy Schedule - 6 or more years: 100%.

SECTION I. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan is a volume submitter plan and is not a prototype plan.

The Plan shall consist of this Adoption Agreement #002, its related Basic Plan Document #P-02 and any related Appendix and Addendum specifically created in response to a question within the Adoption Agreement.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner, Swerdlin & Company may be contacted at 5901 Peachtree Dunwoody Road, Building B, suite 170, Atlanta, GA 30328; 678-775-5513.

SECTION J. EXECUTION PAGE

SECTION J. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. By signing this Adoption Agreement, the undersigned acknowledges having reviewed the Appendix A to the Basic Plan Document and certifies that all choices reflected in this Adoption Agreement have been taken from such Appendix. The parties have caused this Plan to be executed this _____ day of _____, 2016.

POLARIS SPINE & NEUROSURGERY CENTER, PC:

Signature: _____

Print Name: _____

Title/Position: _____

TRUSTEES:

Max Steuer, MD

Christopher R. Tomaras, MD